

1 ANDREW THOMAS SINCLAIR (SB # 72681)
2 CÉSAR J. DEL PERAL (SB # 232140)
3 SINCLAIR LAW OFFICE
4 300 Frank H. Ogawa Plaza
5 Rotunda Building, Suite 160
6 Oakland, CA 94612
7 Tel: (510) 465-5300
8 Fax: (510) 465-5356

9 KATHLEEN V. FISHER (SB # 70838)
10 ARNE D. WAGNER (SB # 78464)
11 MATTHEW B. BORDEN (SB # 214323)
12 CALVO & CLARK LLP
13 One Lombard St., 2nd Floor
14 San Francisco, CA 94111
15 Tel: (415) 374-8370
16 Fax: (415) 374-8373

17 Attorneys for Plaintiff

18 UNITED STATES DISTRICT COURT
19 NORTHERN DISTRICT OF CALIFORNIA

20 Karen Moe Humphreys,

No. C 04 3808 SI

21 Plaintiff,

STIPULATION AND ORDER RE
DISCLOSURE OF CONTRACT FOR
LEGAL SERVICES

22 v.

23 Regents of the University of California, University
24 of California, Berkeley, Department of
25 Intercollegiate Athletics and Recreational Sports,
26 Steve Gladstone, in his individual and official
27 capacity, and Mark Stevens, in his individual and
28 official capacity,

Defendants.

WHEREAS, Defendants have requested a copy of the contract for legal services
between Plaintiff and Sinclair Law Office, and

WHEREAS, Plaintiff's agreement with Calvo & Clark LLP is not yet finalized, and this
Stipulation and Order shall apply to her agreement with Sinclair Law Office only, and

WHEREAS, Plaintiff has asserted claims of privilege under California Business and Professions Code § 6149, and does not believe that the contract has any relevance, and is not likely to lead to relevant evidence, unless and until there is a claim for attorneys fees, and

WHEREAS, Defendants believe that disclosure of the agreement may promote settlement in the case, and

WHEREAS, Plaintiff is willing to make the agreement available on an “eyes only” basis with the understanding that disclosure will not constitute a waiver of any assertion of privacy, confidentiality, privilege or relevancy,

IT IS STIPULATED that:

1. Plaintiff’s contract for legal services with Sinclair Law Office will be provided to counsel for Defendants in this action as a “Confidential” document under the stipulated Protective Order with the additional protections set forth below;

2. The attorneys for Defendants may review the contract for legal services but may not disclose the agreement or the contents thereof to their clients or to any other attorneys representing the Regents of the University of California, including but not limited to the Office of the General Counsel;

3. By providing the contract for legal services, Plaintiff does not waive any claim of privacy, confidentiality, privilege or relevancy, as to any communications related to the contract for legal services and does not waive any claim of privacy, confidentiality, privilege or relevancy, with respect to any other matters relating to services rendered in this matter.

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4. If Plaintiff prevails in this action and there is a subsequent claim for attorneys fees, Defendants may make a new request for the agreement and this stipulation and order will not apply to that request.

Paul Yang
 PAUL YANG
 Lafayette & Kumagai
 Attorneys for Defendants

9/29/05
 DATE

Andrew Thomas Sinclair
 ANDREW THOMAS SINCLAIR
 Sinclair Law Office
 Attorneys for Plaintiff

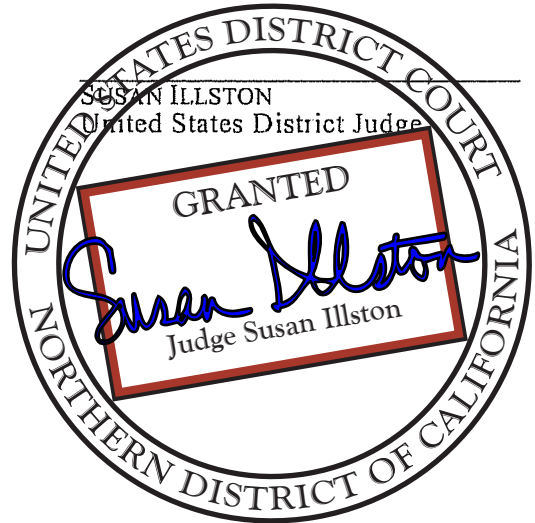
9-29-05
 DATE

ORDER

Pursuant to the above stipulation of the parties,

IT IS SO ORDERED.

DATED: _____



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